



KidsFest '11 Climbing Wall – Wednesday Activity (optional) Acknowledgment and Assumption of Risk

In consideration of the services of Venture Outdoors Inc., its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as VO), I hereby agree to release and discharge VO, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that rock climbing on an artificial climbing wall entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: climbing on, or falling off, loose and/or damaged artificial holds, the artificial climbing structures, falling to the ground, on other users, or being fallen on by other users, abrasions from the walls, ropes, pads, or the floor, equipment failure, belay failure, or climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present or my own negligence.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VO from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of VO's equipment or facilities, including any such claims which allege negligent acts or omissions of VO.
4. Should VO or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have health, accident and liability insurance to cover any bodily injury or property damage I may suffer while participating in this event, or else I agree to bear the costs of such injury or damage.
6. I hereby grant full permission to VO and their respective agents, boards, commissions, and any other involved parties of the foregoing to use photographs, videotapes, motion pictures, or any other record of this event, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VO on the basis of any claim from which I release them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Name (print) _____

Street _____

City _____ State _____ Zip _____

Phone #(_____) _____ - _____ Email: _____

Date of Birth: _____ Ethnicity (optional) _____

Emergency contact: _____ Phone # _____

Signature of Participant (Over 18): _____ Today's date: _____

Consent and Release of Parent or Guardian (Only to be filled out for children under the age of 18)

I am the parent or legal guardian of _____ (Child). My Child is fit for the VO event, and I consent to my Child's participation. In consideration of allowing my Child to participate, I consent to it and agree that **ALL OF ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasee's (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in this activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the activity.

In addition, VO is authorized to obtain or provide emergency hospitalization, surgical or other medical care for my child.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name of parent or guardian (print) _____

Signature of parent or guardian _____ Today's Date: _____

- **RETURN COMPLETED FORM(S) TO:** KidsFest/Orchard Hill Church, 2551 Brandt School Rd., Wexford, PA., 15090
- **Please return one form per child, no later than one week prior to camp. A completed form must be on file for your child to participate.**